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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Ms. Magalie Roman Salas
Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

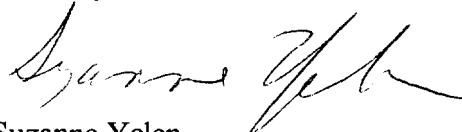
Re: CC Docket No. 98-184

Dear Ms. Salas:

Attached please find a document prepared at the request of the Commission Staff that shows the differences between the introductory text to Attachment A to the Proposed Conditions for the Bell Atlantic/GTE Merger submitted on January 27th and the corresponding portion of the conditions included in the Commission's Order approving the merger of SBC Communications Inc. and Ameritech Corp. in October 1999. A copy has been sent to Michael Jacobs of the Common Carrier Bureau. I would appreciate it if you could place a copy in the above-referenced docket.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Suzanne Yelen

encl.

cc: Mr. Michael Jacobs

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ATTACHMENT A

CARRIER-TO-CARRIER PERFORMANCE PLAN ASSURANCE PLAN

1. SBC/Ameritech Availability of Reports

1. Bell Atlantic/GTE shall provide the Commission with performance measurement results, on a monthly basis in an Excel spreadsheet format, demonstrating SBC/Ameritech's Bell Atlantic/GTE's monthly performance provided to the aggregate of all CLECs in the SBC/Ameritech Bell Atlantic/GTE Service Area within each of the 13 SBC/Ameritech Bell Atlantic/GTE States, as compared to SBC/Ameritech's Bell Atlantic/GTE's retail performance (where applicable) or as compared to a benchmark. SBC/Ameritech Bell Atlantic/GTE shall also provide the Commission, state commissions in the SBC/Ameritech Bell Atlantic/GTE States, and CLECs with access to SBC/Ameritech's Bell Atlantic/GTE's Internet website¹, where these parties can obtain performance measurement results demonstrating SBC/Ameritech's Bell Atlantic/GTE's monthly performance provided to the aggregate of all CLECs, as compared to SBC/Ameritech's Bell Atlantic/GTE's retail performance (where applicable). SBC/Ameritech Bell Atlantic/GTE shall also provide the CLECs with access to SBC/Ameritech's Bell Atlantic/GTE's Internet website where a CLEC can obtain performance measurement results demonstrating SBC/Ameritech's Bell Atlantic/GTE's monthly performance provided to that same CLEC on an individual basis. All such CLEC-specific data shall be made available, subject to protective agreements, to the Commission on SBC/Ameritech's Bell Atlantic/GTE's Internet website, and will be made available for review, subject to protective agreements, by state commissions in the SBC/Ameritech Bell Atlantic/GTE States.

2. SBC/Ameritech's Bell Atlantic/GTE's implementation of the Plan does not limit either the Commission's or the states' authority regarding performance monitoring, in the context of applications for in-region, interLATA relief under 47 U.S.C. § 271 or otherwise.

3. The performance measurements, benchmarks, and statistical methods utilized in the Plan were based upon those developed in the Texas New York and California collaborative processes involving SBC/Ameritech's applications for in-region interLATA relief. The performance measurement business rules in Attachment A-2a differ from those approved by the Texas state commission in the following respects:

¹ Availability via a single website will be phased in after merger. For the Bell Atlantic states, CLEC aggregate reports will be provided electronically as excel spreadsheets. CLEC specific reports, for those CLECs requesting individual reports, will be sent on electronic media via overnight mail and then via a Bell Atlantic web site via FTP. For the GTE states, reports will be available on the GTE website. Within six months of the merger, a single website will be available for all reports.

a. ~~The Plan requires payments to be made to the U.S. Treasury on Measurements #4d, 7, and 13b at the Low level, while in the Texas plan no payments to the Texas State Treasury are made on these measurements;~~

b. ~~The benchmark for Measurement #1 in the Plan does not require the average of the remainder to be within 20% of the benchmark;~~

c. ~~Measurement #16 in the Plan includes additional disaggregation for LNP and LNP with loop;~~

d. ~~The benchmark for Measurement #19 is 99% in the Plan, and 99.5% in the Texas plan; and~~

e. ~~A benchmark is included for Measurement #2 in the Plan, but is yet to be determined in the Texas plan.~~

~~The performance measurement business rules in Attachment A-2b are those approved by the California state commission.~~

4. ~~SBC/Ameritech 4. Bell Atlantic/GTE and the Chief of the Common Carrier Bureau shall jointly review the 20 Bell Atlantic/GTE measurements on a semi-annual basis, to determine whether measurements should be added, deleted, or modified. SBC/Ameritech Bell Atlantic/GTE shall provide the Chief of the Common Carrier Bureau with notice of any changes to the design or calculation of these measurements adopted by the Texas New York or California state State commissions. SBC/Ameritech Bell Atlantic/GTE shall incorporate such changes into the Plan in Texas and California New York Guidelines for the Bell Atlantic states and into the California Plan for the GTE States, unless directed not to do so by the Chief of the Common Carrier Bureau within 5 days of receiving notice of such changes. The Chief of the Common Carrier Bureau shall, at the next semi-annual review, determine whether and when SBC/Ameritech Bell Atlantic/GTE shall implement such changes adopted by the Texas state commission in the remaining SBC/Ameritech States except for California and Nevada, and whether and when SBC/Ameritech shall implement such changes adopted by the California state commission in Nevada. New York State Public Service Commission in the remaining Bell Atlantic/GTE States that utilize the changed plan.~~

Performance Measurements

5. In each ~~SBC/Ameritech Bell Atlantic/GTE State~~, the Plan shall consist of 20 measurements ~~17 measurement categories~~ of performance that may have a direct and immediate impact upon a CLEC's end user customer. The 20 ~~17 performance measurements measurement categories~~ are designed to demonstrate whether ~~SBC/Ameritech Bell Atlantic/GTE~~ is providing parity or benchmark performance in its Service Areas to each CLEC. Attachments A-1a and A-1b provide a list of the 20 ~~17 performance measurements measurement categories~~, and Attachments A-2a and A-2b provide a description of the definitions, exclusions, business rules,

levels of disaggregation, calculation, and reporting structure for each of the 20 17 performance measurements measurement categories.

6. Where SBC/Ameritech Bell Atlantic/GTE provides a CLEC with a service that has a retail analog, the performance SBC/Ameritech Bell Atlantic/GTE provides to its own retail operations within a state shall be compared with the performance SBC/Ameritech Bell Atlantic/GTE provides to the CLEC within the same state to determine if parity exists. Where SBC/Ameritech Bell Atlantic/GTE provides a CLEC a service for which there is no retail analog, the performance SBC/Ameritech Bell Atlantic/GTE provides to the CLEC within a state shall be compared with a benchmark.

7. Generally accepted statistical analyses – *i.e.*, modified Z-tests and a critical Z-value – shall be utilized to determine whether SBC/Ameritech Bell Atlantic/GTE is in parity or has met the benchmark. Attachment A-3 provides a description of how these statistical analyses shall be used.

Voluntary Payments

8. The Plan shall also consist of voluntary payments to the U.S. Treasury, with monthly and annual caps for the SBC/Ameritech Bell Atlantic/GTE Service Area (allocated on a per state basis). The 20 17 performance measurements are categorized measurement categories are designated as being in either the High, Medium, or Low payment level. Attachments A-5a and A-5b provide a list of the 20 17 performance measurements and the payment level that applies each year. Attachment A-4 provides a table of the voluntary payments, setting forth the per occurrence and per measurement payments at the High, Medium, and Low levels, and the caps for those measurements where voluntary payments are made on a per occurrence basis with a cap. Attachment A-6 provides the per state monthly and annual caps that apply each year. The obligation to make these voluntary payments in all SBC/Ameritech States except Connecticut attaches 270 days after the Merger Closing Date. The obligation to make these voluntary payments in Connecticut attaches 15 months Bell Atlantic/GTE States attaches 270 days after the Merger Closing Date.

9. SBC/Ameritech Bell Atlantic/GTE shall make voluntary payments to the U.S. Treasury if SBC/Ameritech Bell Atlantic/GTE fails to provide parity or benchmark performance to the aggregate of all CLECs operating in the SBC/Ameritech Bell Atlantic/GTE Service Area in an SBC/Ameritech any Bell Atlantic/GTE State on any measurement for either (1) 3 consecutive months, or (2) 6 months or more in a calendar year, as determined by use of the modified Z-tests and a critical Z-value. Voluntary payments for each SBC/Ameritech Bell Atlantic/GTE State shall be made on a per occurrence or per occurrence with a cap basis for measurements listed in Schedule A and on a per measurement basis for measurements in Schedule B of Attachments A-1a and A-1b, applying the statistical analyses and the calculations described in Attachment A-3, the payment level for the measurements in Attachments A-5a and A-5b, and the per-occurrence and per-measurement voluntary payment amounts set forth in Attachment A-4. The voluntary payments shall be calculated on the rolling average of occurrences or measurements, as appropriate, where SBC/Ameritech Bell Atlantic/GTE has failed to provide parity or benchmark

performance for 3 consecutive months. If SBC/Ameritech Bell Atlantic/GTE fails to provide parity or benchmark performance in an SBC/Ameritech any Bell Atlantic/GTE State for 6 or more months in a calendar year, the voluntary payments shall be calculated as if all such months were missed consecutively.

10. In order to ensure that CLECs which order low volumes of certain resold local services and UNEs and that CLECs operating in emerging markets receive parity and benchmark performance, SBC/Ameritech Bell Atlantic/GTE shall increase the voluntary payments calculated in accordance with Paragraph 9 above for measurements 4a-c and 5-13 ("qualifying measurements") and for sub-measurements involving UNE combinations, resold ISDN, ISDN UNE loop and port, BRI loop with test access (i.e., ISDN), and DSL loops within the qualifying measurements where applicable ("qualifying sub-measurements"). For these 25 qualifying measurements and 36 qualifying sub-measurements, the voluntary payments calculated using the 3 month rolling average described in Paragraph 9 above shall be multiplied by a factor of 3 under the following circumstances and pursuant to the following methodology. The provisions of this Paragraph 10 only apply in the event that a voluntary payment is owed for a qualifying measurement or qualifying sub-measurement per the provisions of Paragraph 9 (i.e., this Paragraph only applies in the event that SBC/Ameritech Bell Atlantic/GTE has failed to provide parity or benchmark performance on a qualifying measurement or qualifying sub-measurement for 3 consecutive months or in 6 or more months in a calendar year.)

a. Qualifying Measurements. If, for the 3 months that are utilized to calculate the rolling average, there were 100 or more observations on average per month for the qualifying measurement, then no increase in voluntary payments is owed pursuant to the provisions of this Subparagraph, but the provisions of Subparagraph (b) may apply. If, for the 3 months that are utilized to calculate the rolling average, there were more than 10 but less than 100 observations on average per month for the qualifying measurement, then (1) SBC/Ameritech Bell Atlantic/GTE shall calculate the voluntary payments to the U.S. Treasury for that qualifying measurement in accordance with Paragraph 9 and shall treble the amount of such voluntary payments for that qualifying measurement, and (2) the provisions of Subparagraph (b) shall not apply with respect to any qualifying sub-measurements within the qualifying measurement.

b. Qualifying Sub-Measurements. If, for the 3 months that are utilized to calculate the rolling average, there were 100 or more observations on average per month for the qualifying sub-measurement, then no increase in voluntary payments is owed pursuant to the provisions of this Subparagraph. If, for the 3 months that are utilized to calculate the rolling average, there were more than 10 but less than 100 observations on average per month for the qualifying sub-measurement, then SBC/Ameritech Bell Atlantic/GTE shall calculate the voluntary payments to the U.S. Treasury for that qualifying sub-measurement in accordance with Paragraph 9 and shall treble the amount of such voluntary payments for that qualifying sub-measurement. Per the provisions of Subparagraph (a), the provisions of this Subparagraph do not apply to any qualifying sub-measurements within a qualifying measurement for which treble voluntary payments are owed.

c. When SBC/Ameritech Bell Atlantic/GTE and the Chief of the

Common Carrier Bureau jointly review the ~~20 measurements~~ 17 measurement categories on a semi-annual basis in accordance with Paragraph 4, the Chief of the Common Carrier Bureau may substitute, on a one-for-one basis, the sub-measurements associated with any other existing service or UNE within measurements 4a, 4b, or 4c for the initial set of qualifying sub-measurements. During this semi-annual review, the Chief of the Common Carrier Bureau may also increase the number of qualifying sub-measurements by including, from the list of qualifying measurements, the sub-measurements associated with new services and/or UNEs as qualifying sub-measurements. The Chief of the Common Carrier Bureau may add a maximum of 3 such new services and/or UNEs over the duration of the Plan.

11. The monthly and annual caps on the total amount of voluntary payments for which ~~SBC/Ameritech Bell Atlantic/GTE~~ shall be liable, as provided for in Attachment A-6, may be reduced by an amount up to \$125 million in the third year of the Plan if ~~SBC/Ameritech Bell Atlantic/GTE~~ completes the OSS enhancement commitments interface and business rule changes provided for in ~~Paragraph 15(e), Paragraphs 26-28, and/or Paragraph 31~~ 18-19 by a date that is sooner than the target dates for the OSS commitments specified in such Paragraphs, as follows:

a. The monthly and annual caps on the total amount of voluntary payments for which ~~SBC/Ameritech Bell Atlantic/GTE~~ shall be liable may be reduced by an amount up to ~~\$45~~ \$75 million during the third 12 month period if ~~SBC/Ameritech Bell Atlantic/GTE~~ completes the OSS enhancement commitments provided for in Paragraph 15(e) early. If ~~SBC/Ameritech~~ completes Phase 3 of Paragraph 15(e) within the ~~SBC/Ameritech Service Area~~ in all ~~SBC/Ameritech States except Connecticut~~ earlier than 14 months after the Merger Closing Date, excluding any time that is spent in completing Phase 2 beyond the 30 days allotted for reaching a written agreement with the CLECs in Paragraphs 18-19 of the Conditions the Bell Atlantic Service Areas early and by an amount up to \$50 million during the third 12 month period if Bell Atlantic/GTE completes the commitments in Paragraphs 18-19 of the Conditions in the GTE Service Areas early. If Bell Atlantic/GTE completes these commitments within the Bell Atlantic Service Areas in all Bell Atlantic States, the annual caps shall be reduced by \$10 \$6 million if 30 days early, \$15 \$12 million if 60 days early, \$20 \$18 million if 90 days early, \$25 \$24 million if 120 days early, \$35 and \$32 million if 150 days early, and \$45 by \$38 million if 180 days early, \$42 million if 210 days early, \$48 million if 240 days early, \$54 million if 270 days early, \$61 million if 300 days early, \$68 million if 330 days early and \$75 million if 360 days early. If Bell Atlantic/GTE completes these commitments within the Bell Atlantic Service Areas in all Bell Atlantic States, the annual caps shall be reduced by \$15 million if 30 days early, \$30 million if 60 days early, \$45 million if 90 days early, \$60 million if 120 days early, and \$75 million if 150 days early. If Bell Atlantic/GTE completes these commitments within the GTE Service Areas in all GTE States:

b. The monthly and annual caps on the total amount of voluntary payments for which ~~SBC/Ameritech~~ shall be liable may be reduced by an amount up to \$40 million during the third 12 month period if ~~SBC/Ameritech~~ completes the OSS enhancement commitments provided for in Paragraphs 26-28 early. If ~~SBC/Ameritech~~ completes Phase 3 of Paragraph 28 within the ~~SBC/Ameritech Service Area~~ in all ~~SBC/Ameritech States except Connecticut~~ within less than 24 months after the Merger Closing Date, excluding any time that is spent in completing Phase 2

beyond the 30 days allotted for reaching a written agreement with the CLECs, the annual caps shall be reduced by \$5 million if 30 days early, \$10 million if 60 days early, \$15 million if 90 days early, \$20 million if 120 days early, \$30 and \$25 million if 150 days early, and \$40 by \$30 million if 180 days early, \$35 million if 210 days early, \$40 million if 240 days early, \$45 million if 270 days early, and \$50 million if 360 days early.-

~~c. The monthly and annual caps on the total amount of voluntary payments for which SBC/Ameritech shall be liable may be reduced by an amount up to \$45 million during the third 12-month period if SBC/Ameritech completes the OSS enhancement commitments provided for in Paragraph 31 early. If SBC/Ameritech completes Phase 3 of Paragraph 31 within the SBC/Ameritech Service Area in all SBC/Ameritech States within less than 30 months after the Merger Closing Date, excluding any time that is spent in completing Phase 2 beyond the 30 days allotted for reaching a written agreement with the CLECs, the annual caps shall be reduced by \$5 million if 30 days early, \$10 million if 60 days early, \$15 million if 90 days early, \$20 million if 120 days early, \$30 million if 150 days early, and \$40 million if 180 days early.~~

d b. Any required reductions in the annual cap during the third 12-month period pursuant to Subparagraphs Subparagraph (a) -(e) above shall be prorated across all 13 SBC/Ameritech Bell Atlantic/GTE States and apportioned to monthly caps utilizing the same ratios used to develop the tables in Attachment A-6.

12. The amount of payments otherwise due each month under this Plan in a state shall be offset by the sum of (1) the amount of any payments made by SBC/Ameritech Bell Atlantic/GTE to private or public parties (including, but not limited to, CLECs, state commissions, state governments, public interest funds or groups, or other entities) each month under any state-approved local interconnection performance monitoring or performance measurement plan in that state, and (2) the amount of payments made by SBC/Ameritech Bell Atlantic/GTE related to performance measurements paid to CLECs each month in that state under the terms of an approved local interconnection agreement with SBC/Ameritech Bell Atlantic/GTE. Provided, however, that the amount of any payments made to affiliates of SBC/Ameritech Bell Atlantic/GTE shall not be used in calculating the offset.

13. Performance measurement results for each month shall be available to the Commission, state commissions and CLECs by the 20th 25th day of the following month. If SBC/Ameritech Bell Atlantic/GTE becomes liable for voluntary payments to the U.S. Treasury, such payments shall be made 30 days after the performance measurement results become available. If such payments are made, SBC/Ameritech Bell Atlantic/GTE shall provide notice to the Commission within 5 business days after the payment is made.

14. SBC/Ameritech Bell Atlantic/GTE shall not be liable for voluntary payments to the U.S. Treasury if SBC/Ameritech's Bell Atlantic/GTE's failure to provide parity or benchmark performance is caused by attributable to an atypical event beyond the control of Bell Atlantic/GTE such as an Act of God, or a *force majeure* event. If SBC/Ameritech Bell Atlantic/GTE shall engage in "root cause analysis" to demonstrate that an apparent out-of-parity condition was attributable to an atypical event beyond the reasonable control of the ILEC. If Bell

Atlantic/GTE determines through “root cause analysis” that it failed to provide parity or benchmark performance ~~for any reason listed above, SBC/Ameritech only due to conditions~~ outside the reasonable control of the ILEC, Bell Atlantic/GTE may seek a waiver from the Chief of the Common Carrier Bureau relieving ~~SBC/Ameritech~~ Bell Atlantic/GTE from voluntary payments to the U.S. Treasury. ~~SBC/Ameritech~~ Bell Atlantic/GTE shall have the burden of proof to make the required showing, and shall have a right of appeal to the Commission. If ~~SBC/Ameritech~~ Bell Atlantic/GTE seeks such a waiver, ~~SBC/Ameritech~~ Bell Atlantic/GTE shall place the voluntary payments at issue into an interest bearing escrow account. If ~~SBC/Ameritech~~ Bell Atlantic/GTE fails to carry its burden of proof, the amount of voluntary payments paid into the escrow account, including any accrued interest, shall be remitted to the U.S. Treasury. If ~~SBC/Ameritech~~ Bell Atlantic/GTE carries its burden of proof, the amount of voluntary payments paid into the escrow account, including any accrued interest, shall be returned to ~~SBC/Ameritech~~ Bell Atlantic/GTE.

15. Voluntary payments made by ~~SBC/Ameritech~~ Bell Atlantic/GTE under the Plan shall not be reflected in the revenue requirement of ~~an SBC/Ameritech~~ any Bell Atlantic/GTE incumbent LEC.

16. The measurements and benchmarks under the Plan bear no necessary relationship to the standard of performance that satisfies ~~SBC/Ameritech's~~ Bell Atlantic/GTE's legal obligations in a particular state, and payments under the Plan shall not constitute an admission by ~~SBC/Ameritech~~ Bell Atlantic/GTE of any violation of law or noncompliance with statutory or regulatory requirements with respect to the provision of local facilities or services to ~~SBC/Ameritech's~~ Bell Atlantic/GTE's wholesale or retail customers.

----- COMPARISON OF FOOTNOTES -----

-FOOTNOTE 1-

The Commission understands that these “performance measurement results” shall consist of data collected according to the 20 performance measurements discussed in this Attachment, and listed in Attachments A-1a and A-1b.

-FOOTNOTE 2-

The Commission notes that SBC/Ameritech’s Plan constitutes the Applicants’ voluntary proposal for monitoring and remedying the specific potential public interest harms identified in the merger. In contrast, performance programs being developed by state commissions, particularly in the context of section 271 proceedings, serve a different purpose and may be designed to cover more aspects of local competition in order to prevent backsliding on requirements enumerated in section 271. See Order, Section VII.B. (Adopted Conditions).

-FOOTNOTE 3-

The fact that these modifications were made should not be interpreted as reflecting the Commission’s preference for these modifications over the business rules approved by the Public Utility Commission of Texas.

-FOOTNOTE 4-

The Commission reiterates that SBC/Ameritech’s selection of these 20 measurements for the purposes of this merger-related Plan has no necessary bearing on the appropriate scope of a performance assurance plan designed in the section 271 context.

-FOOTNOTE 5-

The Commission understands that the word “measurement” in this context does not refer to the 20 measurements listed in Attachment A-1a and A-1b, but instead refers to each disaggregated sub-measurement into which the 20 performance measurements are divided. Accordingly, the Commission understands that this Plan will not merely aggregate the various sub-measurements and levels of disaggregation into one score for each of the 20 performance measurements, and then assess whether a voluntary payment is due. Instead, the Commission understands that SBC/Ameritech shall make a voluntary payment as required for any disaggregated sub-measurement. For example, the Commission understands that the number of repeat trouble reports for residential POTS service within a state would represent a distinct disaggregated sub-measurement, and that payment would be due if SBC/Ameritech’s performance under this disaggregated sub-measurement is below par for three consecutive months.

-FOOTNOTE 6-

The Commission understands that SBC/Ameritech would make a voluntary payment in the event it fails to provide parity of benchmark performance for three consecutive months, and another payment if the failure continues for a fourth consecutive month, and so on. In each case, the payment would be calculated according to the rolling average of occurrences for the last three

consecutive out-of-parity months. For example, if SBC/Ameritech is out-of-parity on a measurement for January, February and March, it would make a payment based on the January-February-March average; if it is also out-of-parity for the same measurement in April, it would make another payment, based on the February-March-April average.

-FOOTNOTE 7-

By assessing the payments “as if all such months were missed consecutively,” the Commission understands that four payments would be made in a year where a measure is out-of-parity for six months (and five payments in a year where a measure is out-of-parity for seven months, and so on).

-FOOTNOTE 8-

The Commission recognizes that the use of the terms “qualifying measurement” and “qualifying sub-measurement” may generate some confusion (in particular, because the terms “measurement” and “sub-measurement” are not used consistently, see *supra* note). The Commission interprets the term “qualifying measurement” as applying to the following 25 measurements and sub-measurements: 4a, 4b, 4c, 5a, 5b, 5c, 6a, 6b, 6c, 7a, 7b, 7c, 8, 9, 10a, 10b, 11a, 11b, 11c, 12a, 12b, 12c, 13a, 13b and 13c. The Commission interprets the term “qualifying sub-measurements” as applying to the 36 disaggregated sub-levels of these “qualifying measurements” that correspond to the following resale services and UNEs: UNE combinations (applicable to 4a, 5a, 6a, 7a, 10a, 11a, 12a, and 13a); resold ISDN, and ISDN UNE loop and port (applicable to 4b, 5b, 6b, 7b, 11b, 12b, and 13b); and BRI loop with test access, and DSL loops (applicable to 4c, 5c, 6c, 7c, 11c, 12c, and 13c).

-FOOTNOTE 9-

The Commission understands that the Chief of the Common Carrier Bureau may elect to substitute, for example, all “qualifying sub-measurements” relating to resold ISDN (i.e., 4b, 5b, 6b, 7b, 11b, 12b, and 13b) with the corresponding sub-measurements relating to another resold service or UNE (such as resold DS1 service, or a new resold service which SBC/Ameritech may offer in the future).

-FOOTNOTE 10-

The Commission understands that, by selecting 8 dB loop, DS1 Loop and Dark Fiber as such “new services and/or UNEs,” the Chief of the Common Carrier Bureau would effectively add to the “multiplier” provision of the Plan a total of 21 new qualifying sub-measurements (i.e., the disaggregated sub-measurements corresponding to these UNEs under 4c, 5c, 6c, 7c, 11c, 12c, and 13c). Under this example, the Chief of the Common Carrier Bureau would be unable to add more new services and/or UNEs to the “multiplier” provision (as the limit of three would be spent), but could still substitute services and/or UNEs, as set forth in Paragraph 10c and note . Availability via a single website will be phased in after merger. For the Bell Atlantic states, CLEC aggregate reports will be provided electronically as excel spreadsheets. CLEC specific reports, for those CLECs requesting individual reports, will be sent on electronic media via overnight mail and then via a Bell Atlantic web site via FTP. For the GTE states, reports will be available on the GTE website. Within six months of the merger, a single website will be available for all reports.